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MICHELLE R. FAUMAN
RECORDER

Environmental Restrictive Covenant

THIS COVENANT is made this 31 day of January, 2012, by the City of Gary, 401 Broadway Avenue, Gary, IN, 46402 (together with their successors, assignees and heirs, collectively "Owner").

WHEREAS: Owner owns certain real estate in the County of Lake, Indiana, which is located at approximately 3501-4665 W. 25th Avenue [county property identification number 45-08-18-401-001.000-003] and more particularly described in the attached Exhibit "A" ("Real Estate") which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on September 16, 1986, and recorded on December 18, 1986, as Deed Record 891999, in the Office of the Recorder of Lake County, Indiana.

WHEREAS: The Real Estate is part of the Lake Sandy Jo/M & M Landfill ("the site"), which the U.S. Environmental Protection Agency (U.S. EPA), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, by publication in the Federal Register on September 8, 1983.

WHEREAS: The remedy in the September 26, 1986, U.S. Environmental Protection Agency ("U.S. EPA") Record of Decision and the October 22, 2008 Explanation of Significant Differences (collectively, the "ROD") for the site, was prepared and implemented in accordance with CERCLA. In addition, the remedial action has also been implemented in accordance with Title 13 of the Indiana Code and/or other applicable Indiana law as a result of a release of petroleum or regulated substances including hazardous waste or hazardous substances (collectively, "contaminants of concern") relating to the site, U.S. EPA ID no. IND980500524, IDEM site no. 7500077, which release affected the Real Estate. U.S. EPA and the Indiana Department of Environmental Management ("IDEM") implemented certain response activities at the site, including the following: on-site disposal of excavated sediments; a soil cover; and an alternate water supply for locations using groundwater likely to be affected by contaminants from the site.

WHEREAS: The remedy in the ROD, as concurred with by IDEM, provides that contaminants of concern will remain in the groundwater and in the soil of the Real Estate and requires land use restrictions that must be maintained to ensure the protection of public health, safety, or welfare, and the environment. Sediments and surface soils throughout the site were contaminated with polynuclear aromatic hydrocarbons and heavy metals. U.S. EPA contractors excavated site sediments and disposed of them on-site in various locations at the former landfill. The entire former landfill, including part or all of the Real Estate is now under a soil cover and enclosed within a perimeter fence. Groundwater under the soil cover contained low concentrations of iron, manganese, sodium, magnesium and potassium; and low concentrations of volatile organic

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JAN 31 2012
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

compounds, semi-volatile organic compounds and heavy metals: Benzene concentrations in groundwater immediately down-gradient from the site exceeded U.S. EPA drinking water standards. The attached Exhibit "B" contains a map showing the location of the Real Estate; the location of the fenced and capped landfill; and the location of the wells with which U.S. EPA and IDEM monitor site groundwater contamination. The attached Exhibit "C" contains a table listing the current and historical contaminants of concern and the most recent analytical results from the wells, as of the date of filing this Covenant. The ROD is incorporated herein by reference. It and other related documents may be examined at the U.S. EPA website and at IDEM's office, located in the Indiana Government Center North, 100 N. Senate Ave., Indianapolis, Indiana and may be available electronically through the IDEM virtual file cabinet system which, at the time of the execution of this document, can be found at www.IN.gov/idem/6551.htm.

Restrictions

NOW, THEREFORE, by this instrument, Owner subjects the Real Estate to the following restrictions and provisions:

I. RESTRICTIONS AND OBLIGATIONS

1. The Owner:

- a) Shall prohibit any use of the Real Estate that may interfere with the response activities, long-term monitoring, maintenance of soil cover, or measures necessary to assure the effectiveness and integrity of any response action, or component thereof, selected or undertaken at the Real Estate. Among the prohibited activities are actions that damage or prevent access to any monitoring wells for the site, damage or prevent maintenance of the fence that surrounds the site, or damage the integrity of the soil cover of the site.
- b) Shall not use the Real Estate for residential purposes within the existing boundaries of the fenceline, including, but not limited to, day care facilities (e.g., daycare centers, schools and senior citizen facilities).
- c) Shall not use the Real Estate for purposes of growing food crops.
- d) Shall neither engage in nor allow the installation or use of groundwater wells on the Real Estate. There shall be no use of the groundwater underlying the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, and industrial process or cooling. However, groundwater may be extracted as part of an environmental site investigation and/or remediation. If dewatering activities are to occur at the Real Estate, Owner shall have in place and implement a plan to address and ensure the appropriate handling, treatment and disposal of any extracted contaminants in the groundwater.

- e) May not engage in excavation or construction activities of any kind on the Real Estate of soil anywhere within the Real Estate (including ditches, buildings, wells, pipes, or roads), unless approved in writing in advance by IDEM and U.S. EPA.

II. GENERAL PROVISIONS

2. Property Conveyance - Continuance of Provisions. The Owner shall prevent any conveyance of title, easement, or other interest in the Real Estate from being consummated without adequate and complete provision for compliance with this Covenant and prevention of exposure to contaminants of concern as described in paragraph 1, above.
3. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or other persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate.
4. Binding upon Future Owners. By taking title to the Real Estate, any subsequent owner agrees to comply with these restrictions and the terms of this Covenant.
5. Access for IDEM and U.S. EPA. The Owner shall grant to IDEM and U.S. EPA and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and the effectiveness of the remedial action; this right includes, but is not limited to, the right to take samples, implement and maintain response actions, inspect records and conduct periodic reviews of the remedial action.
6. Written Notice of the Presence of the Recorded Covenant. The Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED Jan 31 2012, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON Jan 31, 2012 INSTRUMENT NUMBER (or other identifying reference) 891999 IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

7. Notice to IDEM of the Conveyance of Property. Owner agrees to provide notice to IDEM

of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances): Owner must provide IDEM with the notice within thirty (30) days of the conveyance and: include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.

8. Indiana Law. This covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

9. Enforcement. Pursuant to IND. CODE 13-14-2-6 and other applicable law, IDEM may proceed in court, by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any Owner of the Real Estate, or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any Owner of the Real Estate, or its Related Parties breach this Covenant or otherwise default hereunder, IDEM shall have the right to demand specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable, and agrees not to challenge the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

10. Term. The restrictions shall apply until IDEM and/or U.S. EPA determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
11. Modification and Termination. This Covenant shall not be amended, modified, or terminated except by prior written approval of IDEM and/or U.S. EPA. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to IDEM.

V. MISCELLANEOUS

12. Waiver. No failure on the part of IDEM and/or U.S. EPA at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect IDEM's and/or U.S. EPA's right to enforce such term, and no waiver on the part of IDEM and/or U.S. EPA of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
13. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not

relieve the Owner from complying with any other applicable laws.

14. Change in Law or Regulation. In the event of any change in applicable law or regulations, this Covenant shall be interpreted so as to ensure the continuing validity and enforceability of the restrictions listed in paragraph 1, above. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations or policies (including those for environmental restrictive covenants, closure levels or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
15. Notices. Any notice, demand, request, consent, approval or communication that Owner desires or is required to give to pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To IDEM:
IDEM, Office of Land Quality
IGCN-Suite 1101
100 N. Senate Ave.
Mail Code 66-31
Indianapolis, IN 46204-2251
Attn: State Project Manager, Lake Sandy Jo Site

To U.S. EPA:
Remedial Project Manager, Lake Sandy Jo Site
Superfund Division
U.S. Environmental Protection Agency, Region 5
77 W. Jackson Blvd. (SR-6J)
Chicago, IL 60604

An Owner may change address by giving written notice to IDEM and U.S. EPA via certified mail.

16. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
17. Liability. An Owner's rights and obligations under this instrument terminate upon transfer of the Owner's interest in the Real Estate, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
18. Authority to Execute and Record. The undersigned persons executing this Covenant on behalf of the Owner represent and certify that they are duly authorized and have been fully empowered to execute, record, and deliver this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 31 day of

January, 2012

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, as required by law.

[Signature]

Owner

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lander Rigg, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 30 day of January, 2012

Notary Public - State of Indiana
Lake County
My Commission Expires:
October 24, 2013

[Signature]
Victoria Portis Wingo, Notary Public
Residing in Lake County, IN

My Commission Expires: 10-24-2013

This instrument was prepared by the Indiana Department of Environmental Management:

IDEM, Office of Land Quality
IGCN-Suite 1101
100 N. Senate Ave.
Mail Code 66-31
Indianapolis, IN 46204-2251

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AFFIDAVIT FOR RECORDING OF
AN ENVIRONMENTAL RESTRICTIVE COVENANT

I, the undersigned, being of the age of majority and duly sworn upon my oath, have personal knowledge of the facts stated herein:

- the enclosed copy of the Environmental Restrictive Covenant ("ERC") and its Attachments were recorded in the Lake County Recorder's _____ Book and were cross-referenced to Deed Record Number 891999, which is the recorded deed that concerns the property subject to the land use requirements contained in the ERC; and
- the enclosed copy represents the ERC and its Attachments in their entirety as agreed to by the Indiana Department of Environmental Management and the property owner.

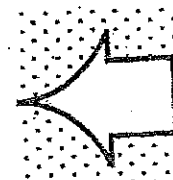
ERC County Recorder's Book and Page or Instrument Number: 891999

Number of Pages Recorded: _____

I swear or affirm under the penalties for perjury that the foregoing representations are true and accurate to the best of my knowledge and belief.

Jan D.
Signature of Property Owner

1/30/12
Date



Lauren Riga
Print or type name

Director
Position

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lauren Riga, who acknowledged the execution of the foregoing instrument for and on behalf of the Owner.

Witness my hand and Notarial Seal this 30th day of January, 20 12

Notary Public - State of Indiana
Lake County
My Commission Expires:
October 24, 2013

Victoria Porter Ward
Victoria Porter Ward, Notary Public

Residing in Lake County, Indiana

My Commission Expires:
10-24-2013

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

The Real Estate covered by this Environmental Restrictive Covenant includes the following legal description. Included with the legal description is the corresponding Property Number.

Legal Description:	Property #
Ex. S'y Pt. 149.lft. W. Line Meas. S.18 T.36 R.8 35.569 ac.	45-08-18-401-001.000-003

*Return To K. Kallen
and M.*

891999 QUIT-CLAIM DEED

This Indenture Witnesseth, That BOARD OF COMMISSIONERS

of LAKE County, in the State of INDIANA

Release and Quit-Claim to CITY OF GARY

of LAKE County, in the State of INDIANA, for and in consideration
of One (\$1.00) Dollars,

and other valuable consideration, the receipt whereof is hereby acknowledged,
the following described Real Estate in CALUMET- GARY, LAKE County
in the State of INDIANA, to-wit:

PLEASE SEE ATTACHED PAGES

TOTAL AMOUNT OF PARCELS

NON TAXABLE

Dec 18 6 46 AM '95
RECORDING CLAY
RECORDER

In Witness Whereof. The said

ha hereunto set hand and seal, this 16th day of Sept 1986

(Seal) *[Signature]* (Seal)

(Seal) *[Signature]* (Seal)

(Seal) *[Signature]* (Seal)

STATE OF INDIANA,

Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this

16 day of Sept 1986, came

, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires July 4, 1988

[Signature] Notary Public

This instrument prepared by: COUNTY ATTORNEY, JOHN DULL

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KEY NUMBER	DESCRIPTION
49-0008-0001	Ex. S'y Pt. 149.1ft. W.Line Meas. S.18 T.36 R.8 35.569ac.
49-0140-0002	Englehart's Ridge Rd. Add. S.5ft. of N.20ft. L.2 Bl.10
49-0336-0012	Woodlawn 2nd Sub. All L.12,13,14,15,16 Bl.7
49-0393-0031	Tolleston Club Property All L.31 Bl.1 Subj. R/W
49-0394-0012	Tolleston Club Property N2 L.12 Bl.2
49-0394-0013	Tolleston Club property All L.13 Bl.2
49-0394-00.9	Tolleston Club Property All L.19 Bl.2
49-0395-0039	Tolleston Club Property N.53ft. L.20 Bl.3
49-0398-0022	Tolleston Club Property Al L.22 Bl.6
49-0401-0005	Tolleston Club property All L.5 Bl.9
49-0401-0006	Tolleston Club property All L.6 Bl.9
49-0401-0007	Tolleston Club Property All L.7 Bl.9
49-0401-0008	Tolleston Club Property All L.8 Bl.9
49-0401-0009	Tolleston Club Property All L.9 Bl.9
49-0401-0010	Tolleston Club Property All L.10 Bl.9
49-0401-0011	Tolleston Club Property All L.11 Bl.9
49-0401-0012	Tolleston Club Property; All L.12 B. 9
49-0401-0013	Tolleston Club Property All L.13 Bl.9
49-0415-0004	Tolleston Club Property All L.4 Bl.12
49-0416-0008	Tolleston Club Property All L.8 Bl.24
49-0416-0022	Tolleston Club Property Pt. L.20 Bl.24 Adj. W'ly 65' "75x120x--x100ft." and E2 Vac. Alley Adj.
49-0416-0023	Tolleston Club Property W.End L.20 Bl.24 "65x194x--x120ft."
49-0416-0025	Tolleston Club Property E.35ft. L.20 Bl.24
49-0417-0013	Tolleston Club property All L.13 Bl.25
49-0426-0001	Tolleston Club Property All L.1 Bl.34 Subj. R/W
49-0431-0043	Taft St. Plat L.43 Subj. R/W
49-0432-0002	Taft Street Plat L.52
49-0432-0003	Taft Street Plat L.53
49-0435-0014	Grant Street Plat Lot 64
49-0436-0060	Grant Street Plat N2 L.112
49-0438-0028	Oak Meadow Lot 28
49-0439-0002	Oak Meadow Lot 32
49-0447-0016	Second Add. to Oak Meadow All L.111
49-0449-0015	SEcond Add. to Oak Meadow All L.210
49-0449-0027	Second Add. to Oak Meadow All L.222
49-0470-0005	Mid-Village Add. L.5 Bl.4
49-0489-0001	W. John Borak Sub. L.1 Bl.1

comp'd 12/5/86

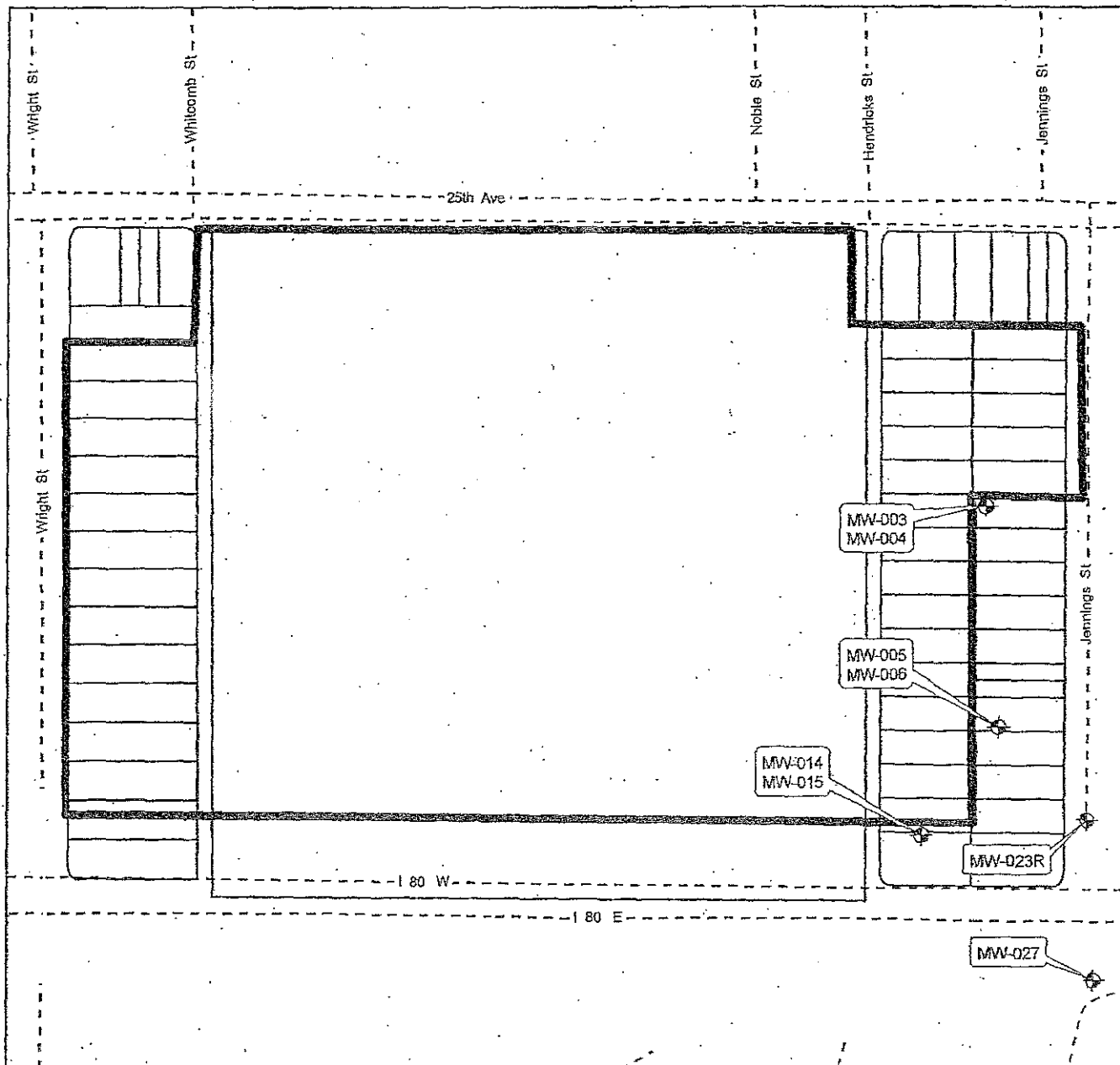
Rec'd #421
12/5/86

Page 2 of 6

EXHIBIT B

**MAP DEPICTING THE LOCATION OF THE REAL ESTATE DESCRIBED IN
EXHIBIT A; THE LAKE SANDY JO SUPERFUND SITE; AND THE LOCATION OF
WELLS MONITORING SITE GROUNDWATER CONTAMINATION**

Site Map - Lake Sandy Jo Site, (M & M Landfill) - EPA ID IND980500524
Exhibit 'B', Page 1



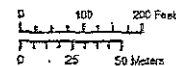
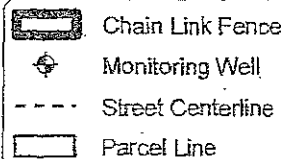
Mapped By: Mike Hill, IDEM, Office of Land Quality, Science Services Branch, Engineering & GIS Services, June 1, 2011

Sources: -Chain link fence GPS data collection by IDEM personnel on 4-12-11. GPS locations were collected using Trimble GeoXH handheld GPS units with H-Star technology. During GPS data collection both code and carrier phase data were collected. The collected data was post processed.

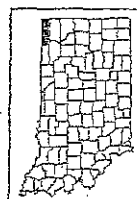
-Monitoring well GPS data collection by AECOM on 5-27-11 during sampling event.

PLSS Info: Section 12, T35N, R6W
 Calumet Township
 Lake County, IN

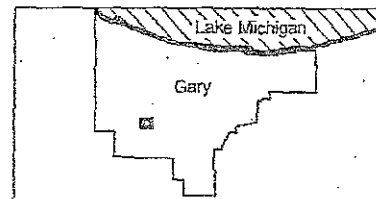
Disclaimer: This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.



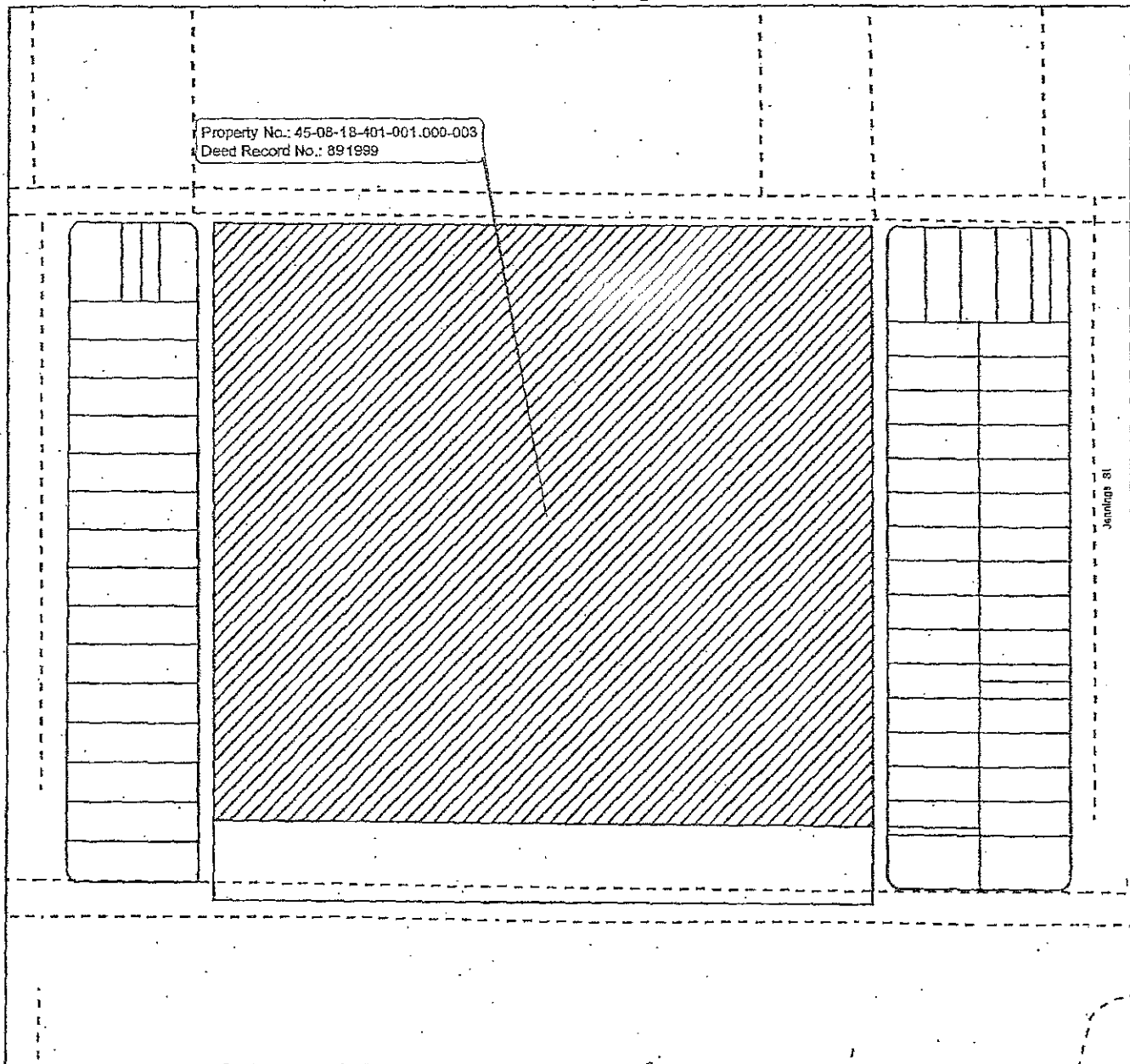
Lake County



Project Area



Environmental Restrictive Covenant for Property Number 45-08-18-401-001.000-003
Lake Sandy Jo Site, (M & M Landfill) - EPA ID IND980500524
Exhibit 'B', Page 2



Mapped By: Mike Hill, IDEM, Office of Land Quality,
 Science Services Branch,
 Engineering & GIS Services, April 5, 2011

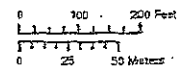
Sources: -Deed Record Number 891999
 Quit-Claim Deed Recorded December 18, 1988
 35.589 acres

Property No.: 45-08-18-401-001.000-003

PLSS Info: Section 18, T35N, R9W
 Calumet Township
 Lake County, IN

Disclaimer: This map is intended to serve as an aid in graphic
 representation only. This information is not
 warranted for accuracy or other purposes.

Environmental Restrictive Covenant
 Parcel Line
 Street Centerline



Lake County



Project Area

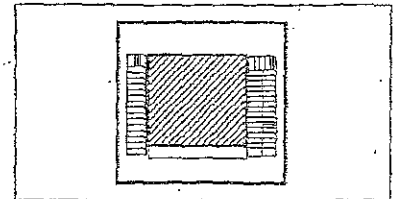


EXHIBIT C

LIST OF CONTAMINANTS OF CONCERN

MOST RECENT ANALYTICAL RESULTS FROM MONITORING WELLS

Exhibit C
List of Contaminants of Concern
Lake Sandy Jo Superfund Site, Gary, Lake County
IDEM Facility ID # 7500077/SZ025

Groundwater Analytical Results¹

Sample Location	Sample Date	Benzene Concentration Micrograms/liter(ug/L)
MW-003	May 26-27, 2011	ND ²
MW-004	May 26-27, 2011	ND
MW-005	May 26-27, 2011	3.7
MW-006	May 26-27, 2011	66.0
MW-015	May 26-27, 2011	10.0
MW-021	May 26-27, 2011	ND
MW-023R	May 26-27, 2011	ND
Maximum Contaminant Level ³		5.0

Foot notes:

¹ The results (above) indicate contaminants of concern and the most recent analytical results as of the filing date of the ERC. Results cannot be relied upon to depict future environmental conditions at the site.

² ND = Non Detect

³ MCL = Maximum Contaminant Level (MCL) for Benzene in drinking water according to the primary drinking water standards of the Safe Drinking Water Act. Exceedence of the MCL is the action level used for this site.

Historical Contamination

When the remedial investigation (RI) was conducted at the Lake Sandy Jo site, the following Contaminants were found:

Groundwater:

Iron, Manganese, traces of cyanide, chlorobenzene, chloroethane, toluene, xylenes, benzene, and tetrahydrofuran

Surface Water/Sediments:

Heavy metals and Polyaromatic Hydrocarbons (PAHs)

Soils:

PAHs, phthalate esters, and lead



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment

Mitchell E. Daniels Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

October 11, 2011

Via: Certified Mail, Return Receipt Requested

Susan Severtson, Corporate Attorney
10225 Windfield Drive
Munster, IN 46321

Re: Requirement to file an Environmental Restrictive
Covenant (ERC) to implement the final clean up for the
Lake Sandy Jo/ M&M Landfill Superfund Site

Dear Ms. Severtson:

You are receiving this letter because a deed recorded in the Office of the Lake County Recorder indicate that the City of Gary is the owner of real estate that is subject to remediation requirements for the Lake Sandy Jo/M&M Landfill Superfund Site (the Site). The deed indicates that the City of Gary currently owns the real estate parcel in Gary, Indiana, listed in the Lake County Indiana tax records as:

Legal Description:	Property #	Approximate Address
Ex. S'ly Pt. 149.1ft. W. Line Meas. S.18 T.36 R.8 35.569 ac.	45-08-18-401-001.000-003	3501-4665 W. 25 th Avenue

This real estate parcel is within the fenced boundary of the Lake Sandy Jo/M&M Landfill Superfund Site. Hazardous substances were disposed of at this Site and covered with a protective soil cap. As owner of this real estate you could be a potentially responsible party under the Superfund law found at 42 U.S.C. 9601 et seq.

The United States Environmental Protection Agency (U.S. EPA) signed a Record of Decision (ROD) for this Site in September 1986 that explained what clean up actions would be required. You can find the ROD on the EPA website at:
www.epa.gov/region5/sites/lakesandyjo/index.html.

U.S. EPA and the Indiana Department of Environmental Management (IDEM) have completed most of the remediation work at the Site, including a soil cap and a perimeter fence to protect people from direct contact with hazardous substances at the Site. U.S. EPA and IDEM are working on the final actions required by the Lake Sandy Jo ROD.

The ROD requires that deed restrictions be recorded on all properties that lie within the fenced boundaries of the Site. The deed restrictions are to ensure that people are protected from exposure to contaminated groundwater and hazardous substances that are under the Site. Because the real estate parcel that you own is inside the fenced boundary of the Site, you must record a deed restriction called an Environmental Restrictive Covenant (ERC) that limits how the property may be used. This ERC:

- Is binding on current and future owners of the real estate.

exposure to contaminated groundwater and hazardous substances that are under the Site. Because the real estate parcel that you own is inside the fenced boundary of the Site, you must record a deed restriction called an Environmental Restrictive Covenant (ERC) that limits how the property may be used. This ERC:

- Is binding on current and future owners of the real estate.
- May only be modified or terminated by written agreement with IDEM.
- Prohibits any use of the property that interferes with the U.S. EPA clean up actions.
- Prohibits residential or agricultural use of the property
- Prohibits wells from being drilled or installed and prohibits the extraction of groundwater.
- Grants U.S. EPA and IDEM the right to enter onto the real property to monitor conditions.
- Requires written notice of this ERC to future owners and tenants of the real estate.
- Requires notice to IDEM if ownership interest in the property is conveyed.

U.S. EPA issued an Explanation of Significant Differences (ESD) in October 2008 that allows for limited commercial and recreational uses at the Site if prior written approval is obtained from U.S. EPA and IDEM. You can find the ESD on the EPA website at:

www.epa.gov/region5/sites/lakesandyjo/index.html.

I have enclosed with this letter two (2) copies of an acceptable ERC prepared for the above listed real property that you own. The ERC has three Exhibits.

- Exhibit A is the legal description of your property.
- Exhibit B is a map showing the location of your property in relation to the Site.
- Exhibit C is information about the contamination that remains on the Site.

I have also enclosed a postage-paid envelope. Please execute and record the ERC by taking these steps:

1. Execute the ERC by signing both copies in the presence of a Notary Public who can then notarize both copies and write the date of execution on pages one (1) and six (6) of each copy.
2. Take both copies of the executed ERC to the Lake County Recorder's Office, record one copy and have the Recorder's office file-stamp the other copy; and
3. Return one file-stamped copy of the recorded ERC to IDEM in the enclosed, postage-paid envelope.


The above listed real estate parcel was also the subject of a default judgment entered by the Superior Court of Lake County (Cause # 45D049904CP00293) to implement the Lake Sandy Jo Record of Decision. A copy of the Default Judgment is enclosed. On August 21, 2001, Lake County Superior Court ordered the owners of this parcel to execute and record restrictive covenants limiting the use of the real estate. Our records indicate that an ERC has not been recorded for the above listed parcel that you currently own. The Lake Sandy Jo ROD still requires the ERCs to be recorded on this parcel. If IDEM does not receive notice that you have recorded this ERC within thirty (30) days from the date of receipt of this letter, IDEM and U.S. EPA will take appropriate legal action to ensure that the ERC is executed and recorded.

Page 3

Ms. Severtson

If you have any questions concerning technical issues please contact me at 317-234-0352. The enclosed document is a legally binding instrument that will restrict the legal uses of the real estate listed in this letter. I recommend you seek the advice of your lawyer about these instruments. Mr. Stan Rorick would be happy to answer any questions that you or your lawyer have about this matter. He can be reached at 317-233-5644.

Sincerely,


Prabhakar Kasarabada, Project Manager
Federal Programs Section
Office of Land Quality

Enclosures:

Lake County Superior Court Default Judgment
Explanation of Significant Differences (abstract)
Environmental Restrictive Covenant (2)
Postage paid envelope

CC: Kris Vezner, ORC, U.S. EPA
Stephanie Linebaugh, U.S. EPA
Susan Severtson, Law Department, City of Gary
Rex Osborn, IDEM
Stan Rorick, IDEM

STATE OF INDIANA)

LAKE COUNTY SUPERIOR COURT

) SS:

COUNTY OF LAKE)

CAUSE NO. 45D049904CP00293

COMMISSIONER OF THE)
INDIANA DEPARTMENT OF)
ENVIRONMENTAL MANAGEMENT)

Plaintiff,)

v.)

BEULAH BERRY,)
RALPH HILL,)
PALO VERDE TRADING CO., LLP)
BUSCH-RAYMOND CORP.)
IRENE W. CRAWFORD)
JULIA HILL)
ELNORA LOFTIS)
GLORIA MEYERS)
EUGENE & MARY NELSON)
WILLIAM PRATCHET)
NELVIN & MAXINE REAGINS)
JOHN ROGERS)
WHITECO METROCOM, INC.)
ESTELLE FRANK YOUNG)

Defendants.)

Filed in Open Court

AUG 21 2001

Harold M. Stetsanoff
JUDGE
SUPERIOR COURT OF LAKE COUNTY

Default Judgment

The Department having moved for default judgment, and for good cause shown therein, this Court makes the following Findings of Fact and Judgment.

1. The Lake Sandy Jo Superfund Site is located at 3615 West 25th Avenue, in Gary, Indiana.
2. The Lake Sandy Jo Superfund Site was listed on the EPA's Comprehensive Environmental Response, Compensation, and Liability Information System.

3. Over the last two decades, the Environmental Protection Agency and the Indiana Department of Environmental Management have spent approximately \$5.8M removing hazardous substances and completing a permanent remedy to contain the hazardous substances remaining at the Lake Sandy Jo Superfund Site.

4. More than an insignificantly small amount of hazardous substances remain on or beneath the surface of the Lake Sandy Jo Superfund Site.

5. The Commissioner of the Indiana Department of Environmental Management has determined that a restrictive covenant is necessary to protect the public health or welfare or the environment from unreasonable risk of future exposure to hazardous substances. Attached as Exhibit A is the form of restrictive covenant containing the necessary restrictions, including:

- prohibiting residential use of the Lake Sandy Jo Superfund Site.
- prohibiting the use of groundwater underlying the Lake Sandy Jo Superfund Site in any manner which would endanger human health or the environment.
- prohibiting excavation, installation, construction, removal or use of any buildings, wells, pipes roads, or ditches without written permission of USEPA and IDEM.

6. Under the circumstances described above, state law requires the property owners to execute and record a restrictive covenant concerning the Lake Sandy Jo Superfund Site.

(b) The owner of real property described in subsection (a) shall execute and record, in the office of the county recorder of the county in which the property is located, a restrictive covenant applying to the property if the commissioner determines that a restrictive covenant meeting the requirements set forth in subsection (c) is necessary to protect the public health or welfare or the environment from unreasonable risk of future exposure to a hazardous substance.

Ind. Code 13-25-4-26(b) (emphasis added).

7. The Department sent the form of restrictive covenant to all known owners of real estate upon which the Lake Sandy Jo Superfund Site is located. The Department also published a legal notice of its intent to impose a restrictive covenant. As to the property it owns, the City of Gary has executed the restrictive covenant and recorded the restrictive covenant, as required by law. In the course of this litigation, property owners Beulah Berry and Nelvin & Maxine Reagins have executed and recorded the restrictive covenants, and were dismissed from this litigation. The remaining owners either could not be found or would not execute form of restrictive covenant for their property.

8. The Department ordered a title search from the Lawyer's Title Insurance Corporation, and according to Lake County real estate records, the Lake Sandy Jo Superfund Site is owned by the following entities:

Property Owner	Property Description	Restrictive Covenant
Beulah Berry	Lots 14, 15, 16, & 17, Block 9, Tolleston Club Prop.	Yes
Ralph Hill et al	West 37.5 Feet of Lot 1, Block 3, Tolleston Club Prop.	No
Busch-Raymond Corp.	1) Lot 21, Block 3, Tolleston Club Prop. 2) South 12 Feet of Lot 20, Block 3, Tolleston Club Prop.	No
Irene W. Crawford	Lot 18, Block 9, Tolleston Club Prop.	No
City of Gary	Lots 1, 5, 6, 7, 8, 9, 10, 11, 12 & 13, Block 9, Tolleston Club Prop.	Yes
Julia Hill, et al	Lots 2 & 3, Block 3, Tolleston Club Prop.	No
Elnora Loftis	Lot 22, Block 3, Tolleston Club Prop.	No
Gloria Meyers	Lot 3, Block 9, Tolleston Club Prop.	No

Eugene & Mary Nelson	N 1/2 of Lot 27, Block 3, Tolleston Club Prop.	No
William Pratchet	All of Lot 4, Block 9, and the East 37.5 Feet of Lot 2, and the West 37.5 Feet of Lot 2, Block 9, Tolleston Club Prop.	No
Nelvin & Maxine Reagins	All of Lots 25, 26, 28 & 29 and the South 1/2 of Lot 27, Block 3, Tolleston Club Prop.	Yes
John Rogers	Lots 4 through 19, and Lots 30, 31, 32, 34, 35, 36, and 37, Block 3, Tolleston Club Prop.	No
Whiteco Metrocom, Inc.	Lots 23 & 24, Block 3, Tolleston Club Prop.	No
Estelle Frank Young	Lot 33, Block 3, Tolleston Club Prop.	No

9. On March 23, 2000, Defendant Palo Verde Trading Company brought a quiet title action against Ralph Hill, the Department, and others, to quiet title as to the West 37.5 feet of Lot 1, Block 3, Tolleston Club Property. See Lake County Sup. Court Cause No. 45C010003CP00398. The Department expresses no interest in the ultimate ownership of that parcel, provided, that the owner must comply with the restrictive covenants sought by the Department.

10. As for Defendant John Rogers, this Court's records indicate that service was sent by certified mail on May 3, 1999 and received on May 6, 1999. Service of process was effected on John Rogers.

11. Each of the remaining Defendants owns property (or claims to own property) at the Lake Sandy Jo Superfund Site, but has not recorded a restrictive covenant as necessary to protect the public health or welfare or the environment from unreasonable risk of future exposure to hazardous substances.

12. The Department obtained service by publication on Defendants.

Judgment

13. This Court acknowledges the Department's service of process by publication as effective service of process on property owners Ralph Hill, Busch-Raymond Corp., Irene W. Crawford, Julie Hill, Elnora Loftis, Gloria Meyers, Eugene & Mary Nelson, William Pratchet, Whiteco Metrocom, Inc., and Estelle Frank Young.

14. This Court enters a declaratory judgment against all Defendants

- prohibiting residential use of the Lake Sandy Jo Superfund Site.
- prohibiting the use of groundwater underlying the Lake Sandy Jo Superfund Site in any manner which would endanger human health or the environment.
- prohibiting excavation, installation, construction, removal or use of any buildings, wells, pipes roads, or ditches without written permission of USEPA and IDEM.

15. This Court enters a declaratory judgment to compel each Defendant to execute and record a restrictive covenant which will prohibit activities which might expose humans to the hazardous substances still remaining beneath the Lake Sandy Jo Superfund Site, and to do so within 60 days of this judgment.

16. After 60 days after this Judgment, and for those Defendants who cannot be found or have not complied with Paragraph 15 above, the Commissioner of IDEM may execute a restrictive covenant on behalf of each such owner and record the restrictive covenant, which "has like effect as if done by the party." Ind. R. Trial Proc. 70(A).

Date: August 21st, 2001

Fred N. Kretanoff
Judge, Lake Superior Court

Figure 1
Site Location Map

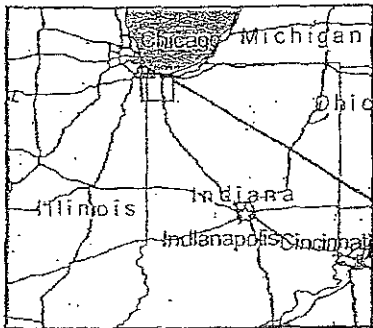
Site Location

Superfund
U.S. Environmental Protection Agency

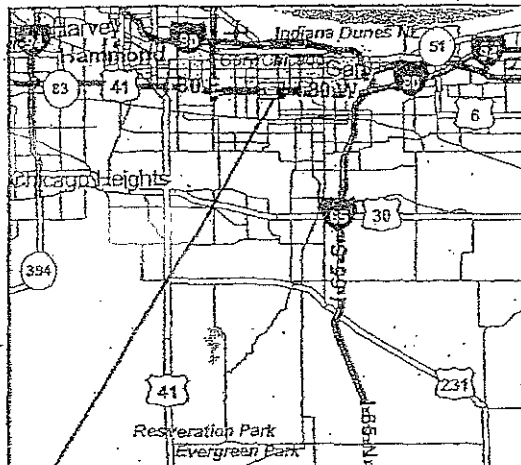


Lake Sandy Jo (M&M Landfill)
Lake County, IN

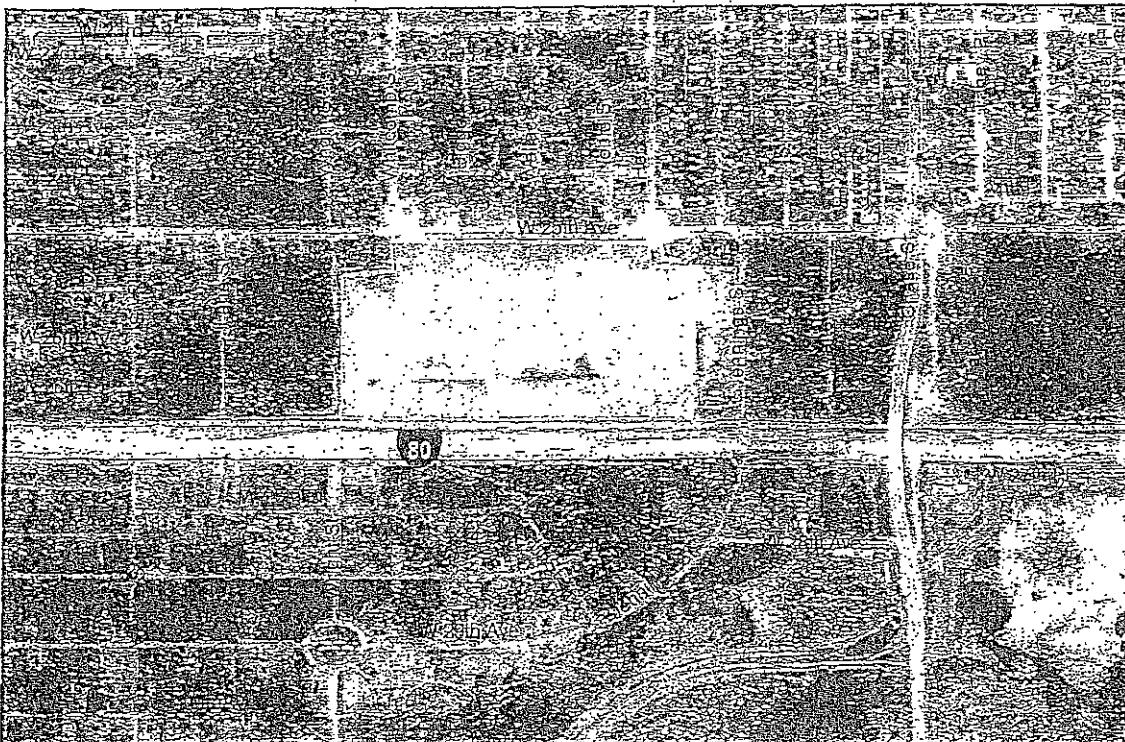
IND980500524



State



County



Legend

Lake Sandy Jo Boundary

Created by Sarah Backhouse
U.S. EPA Region 5 on 8/13/05
Image Date: 2005



Site

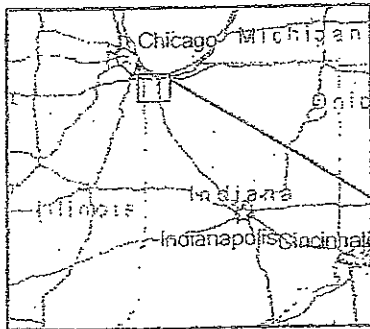
Site Location

Superfund
U.S. Environmental Protection Agency

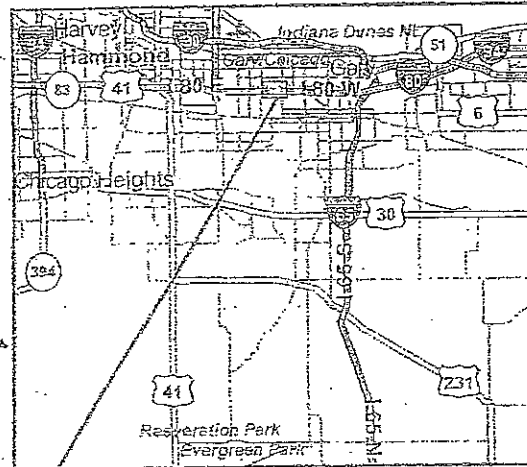


Lake Sandy Jo (M&M Landfill)
Lake County, IN

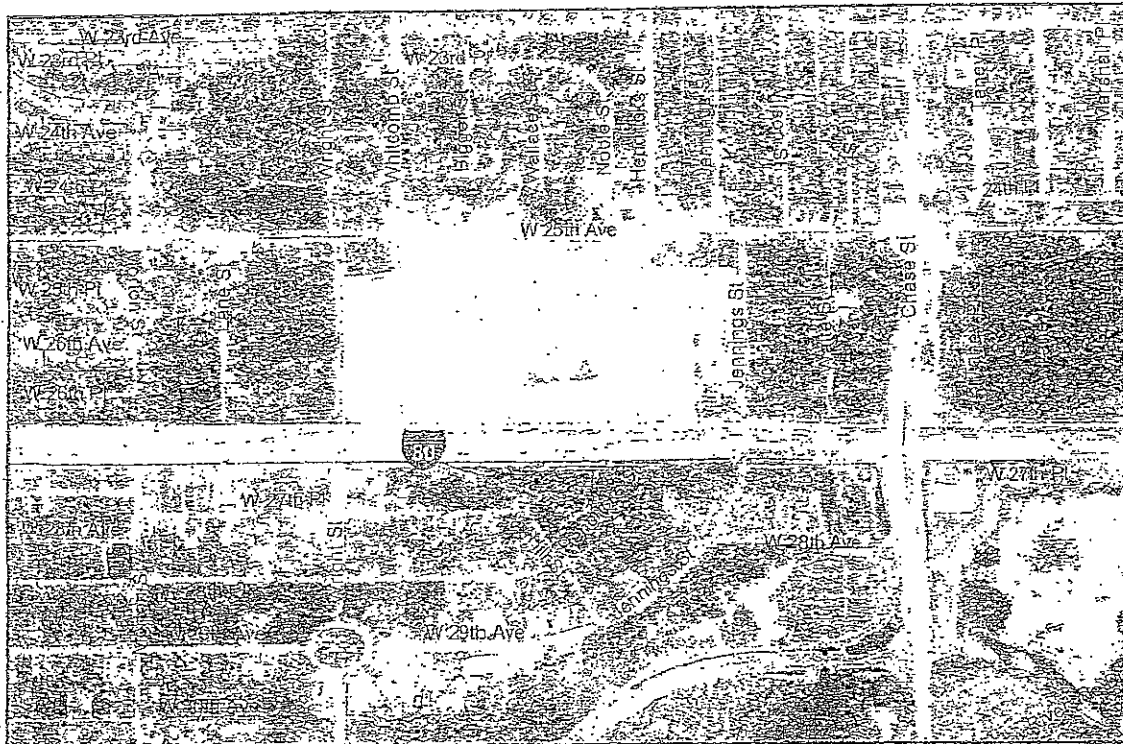
IND980500524



State



County



Legend

Lake Sandy Jo Boundary

Created by Sarah Backhouse
U.S. EPA Region 5 on 9/13/05
Image Date: 2005



Site



Figure 2
Map of Revised Institutional Controls

Explanation of Significant Difference

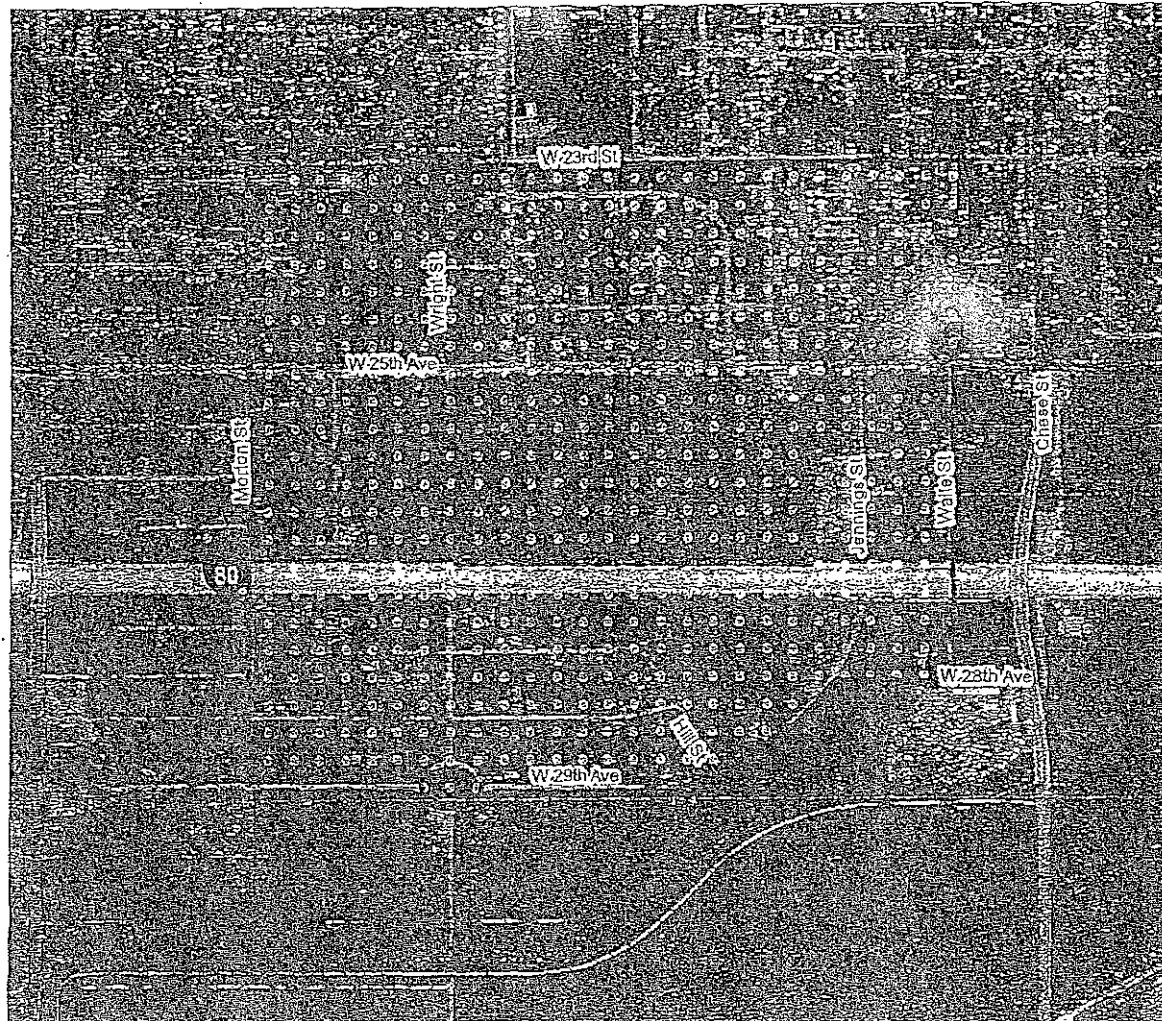
Areas Depicting Revised Required
Institutional Controls

Superfund
U.S. Environmental Protection Agency



Lake Sandy Jo (M&M Landfill)
Lake County, IN

IND980500524



Legend



Site Boundary/Fence - Access Control



Landfill Cap - Revised Required IC
-Disruption of cap prohibited/recreational and low-impact
commercial use of land allowed



Groundwater Area - Revised Required IC
-Groundwater use of any kind prohibited

0 640 1,280
Feet



EPA Disclaimer: Please be advised that areas depicted in the map have been estimated. The map does not create any rights enforceable by any party. EPA may refine or change this data and map at any time.

Created by Julie Schill
U.S. EPA Region 5 on 9/29/2008